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**Members of the public may address the City Council on any item shown on the agenda or matter of the Council's authority after completion of "Request to Address the Council Form" available in the lobby of the Council Chambers or in the City Clerk's office. This form must be completed 15 minutes prior to the scheduled meeting time. Pursuant to Section 54957.5 of the California Government Code, Any writings (Except for those writings which are exempt from disclosure) which are distributed to all or a majority of the members of the City Council are available for public inspection in the lobby of the City Council Chambers and in the office of the City Clerk during regular business hours.**

# COMPTON CITY COUNCIL
# AGENDA

## 11/17/2026

## 4:00 PM – SPECIAL CLOSED SESSION
## 5:30 PM – PUBLIC MEETING

## 205 S. WILLOWBROOK AVE
## COMPTON, CA 90220

## OPENING

**ROLL CALL**

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS ON CLOSED SESSION**

**CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   The Westmoreland Law Firm P.C. v City of Compton
   LASC Case No. 26IWSC00397
   Pursuant to Government Code Section 54956.9 (c)or (d)(1)

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
The Westmoreland Law Firm P.C. v City of Compton
LASC Case No. 26IWSC00398
Pursuant to Government Code Section 54956.9 (c)or (d)(1)

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
The Westmoreland Law Firm P.C. v City of Compton
LASC Case No. 26IWSC00399
Pursuant to Government Code Section 54956.9 (c)or (d)(1)

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
The Westmoreland Law Firm P.C. v City of Compton
LASC Case No. 26IWSC00400
Pursuant to Government Code Section 54956.9 (c)or (d)(1)

5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
The Westmoreland Law Firm P.C. v City of Compton
LASC Case No. 26STCP00887
Pursuant to Government Code Section 54956.9 (c)or (d)(1)

6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
The Westmoreland Law Firm P.C. v City of Compton
LASC Case No. 26CMCV00815
Pursuant to Government Code Section 54956.9 (c)or (d)(1)

7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Cynthia Zavala v City of Compton
LASC Case No. 26STCV07244
Pursuant to Government Code Section 54956.9 (c)or (d)(1)

8. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Mele Greene III v City of Compton
LASC Case No. 26CMCP00148
Pursuant to Government Code Section 54956.9 (c)or (d)(1)

9. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
City of Compton v Arturo Flores
LASC Case No. 23CMCV00797
Pursuant to Government Code Section 54956.9 (c)or (d)(1)

10. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
KCSG Holding s v City of Compton
LASC Case No. 26TRCP00120
Pursuant to Government Code Section 54956.9 (c)or (d)(1)

11. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
KCSG Holdings v City of Compton
LASC Case No. 26TRCP00125
Pursuant to Government Code Section 54956.9 (c)or (d)(1)

12. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(e)(1) or (d)(2) and (e)(1) because there is significant exposure to litigation in three cases

13. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(d)(4) to consider initiation in one case

**REPORT OUT OF CLOSED SESSION**

**PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS**

# CONSENT AGENDA

Consent items are routine and expected to be non-controversial. They will be acted upon by the Council at one time without discussion unless a Council Member requests an item be removed or discussed.

**RECREATION DEPARTMENT**

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, OFFICE OF GRANTS AND LOCAL SERVICES, AND DESIGNATING THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE

# REGULAR AGENDA

**COUNCIL COMMENTS**

**ADJOURNMENT**

*NEXT REGULAR MEETING: 11/24/2026 5:30 PM*

*Visit our website at http://www.comptoncity.org*
*Visit our Youtube at https://www.youtube.com/@comptoncityhall*

**November 17, 2026**

**TO:** **HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

**FROM:** **BRYAN K. SPRAGG, DIRECTOR OF RECREATION**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, OFFICE OF GRANTS AND LOCAL SERVICES, AND DESIGNATING THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE.**

## SUMMARY

The California Department of Parks and Recreation, Office of Grants and Local Services ("OGALS"), requires applicants seeking financial assistance through its grant programs to submit an Authorizing Resolution approved by the applicant's governing body. The City intends to seek grant funding in an amount not to exceed eight million five hundred thousand dollars ($8,500,000.00) through Round 5 of the Statewide Park Development and Community Revitalization Program to revitalize the Compton Campsite. Adoption of the proposed resolution would authorize submission of the grant application and designate the City Manager to prepare, execute, and submit the application, certifications, and supporting documents. If funding is awarded, staff would return to the City Council for consideration of grant acceptance, approval of the grant agreement, and any necessary budget appropriations.

## BACKGROUND

The City of Compton continually seeks external funding opportunities to support the enhancement of park facilities, recreational amenities, and community-based programming. The California Department of Parks and Recreation, through its Office of Grants and Local Services, administers grant funding programs to assist local agencies in developing, improving, and expanding public recreational opportunities.

As a condition of eligibility, OGALS requires applicants to submit an Authorizing Resolution adopted by the governing body of the applicant agency. The resolution must affirm the City's approval of the grant application, acknowledge the obligations associated with receipt of grant funds, and designate an Authorized Representative to act on behalf of the City throughout the application and grant administration process.
The proposed resolution satisfies the State's application requirement and enables the City to proceed with submission of its application for the Compton Campfire Revitalization Project under the Statewide Park Development and Community Revitalization Program.

## STATEMENT OF ISSUE

City Council authorization is requested to submit a grant application seeking funding to revitalize the Compton Campsite. The proposed revitalization would improve the site's safety, functionality, and overall condition to support outdoor recreation, environmental education, and community programming. Adoption of the accompanying resolution would authorize staff to pursue grant funding for these improvements.

## FISCAL IMPACT

Adoption of the proposed resolution will not result in a direct fiscal impact to the General Fund.

Should the grant application be approved, staff will return to the City Council, as necessary, with information regarding the grant award, project budget, matching fund requirements, if any, and related implementation actions.

.

## RECOMMENDATION

Staff recommends that the City Council:

Adopt the accompanying resolution authorizing submission of a grant application in an amount not to exceed eight million five hundred thousand dollars (**$8,500,000.00)** through Round 5 of the Statewide Park Development and Community Revitalization Program for the Compton Campsite Project, and designating the City Manager as the City's authorized representative to prepare, execute, and submit the application, certifications, and supporting documents necessary to apply for funding.

**FORWARDED BY**
**BRYAN SPRAGG**
**DEPARTMENT OF RECREATION**

**JERRY GROOMES**
**INTERIM CITY MANAGER**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, OFFICE OF GRANTS AND LOCAL SERVICES, AND DESIGNATING THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE**

**WHEREAS,** the City of Compton is committed to enhancing the quality of life for its residents by improving recreational opportunities and fostering safe, vibrant spaces for children and families; and

**WHEREAS,** access to high-quality recreational facilities supports the physical, social, and emotional well-being of children and adults and contributes to the overall well-being of the community; and

**WHEREAS,** the Compton Campsite serves as an important recreational resource for Compton residents, and the City has identified the need to enhance and revitalize the site; and

**WHEREAS,** the City desires to submit a grant application to the California Department of Parks and Recreation, Office of Grants and Local Services ("OGALS"), through the Statewide Park Development and Community Revitalization Program to support the revitalization of the Compton Campsite; and

**WHEREAS,** procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

**WHEREAS,** successful applicants will enter into a contract with the State of California to complete the Grant Scope project.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The City Council hereby authorizes the submission of a grant application to the California Department of Parks and Recreation, Office of Grants and Local Services, through Round 5 of the Statewide Park Development and Community Revitalization Program, in an amount not to exceed eight million five hundred thousand dollars (**$8,500,000.00)**, for the revitalization of the Compton Campsite.

**Section 2.** The City Manager is hereby designated as the City's authorized representative and is authorized to prepare, execute, and submit the grant application, certifications, and supporting documents necessary to apply for funding for the Project.

**Section 3.** If grant funding is awarded, staff shall return to the City Council for consideration of grant acceptance, approval of the grant agreement, and any necessary budget appropriations, including funding required to pay eligible project costs pending reimbursement.

**Section 4.** That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk and Department of Recreation.

**Section 5.** That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

**ADOPTED** this 17th day of November, 2026

**EMMA SHARIF**
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

**SATRA D. ZURITA**
**CITY CLERK OF THE CITY OF COMPTON**

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Satra D. Zurita, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the 17th day of November, 2026.

That said Resolution was adopted by the following vote, to wit:

**AYES: COUNCILMEMBERS-**
**NOES: COUNCILMEMBERS-**
**ABSTAIN: COUNCILMEMBERS-**
**ABSENT: COUNCILMEMBERS-**

**SATRA D. ZURITA**
**CITY CLERK OF THE CITY OF COMPTON**

# Grant Administration Guide

**for the**

## Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024

# COMPETITIVE GRANT PROGRAMS

August 2026


**State of California**
**The Natural Resources Agency**
**Department of Parks and Recreation**
**Office of Grants and Local Services (OGALS)**


*"Creating Community through People, Parks, and Programs"*

http://www.parks.ca.gov/ogals

# STATE OF CALIFORNIA
# DEPARTMENT OF PARKS AND RECREATION

## CALIFORNIA DEPARTMENT OF PARKS AND RECREATION (DPR) MISSION

To provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

---

## COMMUNITY ENGAGEMENT DIVISION (CED) MISSION

Encouraging healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service with integrity for the enrichment of all.

---

## THE OFFICE OF GRANTS AND LOCAL SERVICES (OGALS) MISSION

To address California's diverse recreational, cultural, and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships, and providing leadership through quality customer service.

### OGALS' VISION and GOALS

- Proactive in meeting California's park and recreation needs through innovative grant programs and customer service.
- Committed to providing quality customer service in every interaction and transaction as honest, knowledgeable, and experienced grant administrators.
- Sensitive to local concerns while mindful of prevailing laws, rules, and regulations.
- Responsive to the needs of applicants, grantees, non-profit organizations, local governments, tribes, and legislative members, as partners working to improve the quality of life for all Californians by creating new parks and recreation opportunities.

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**Words and terms appearing in SMALL CAPS are defined at the end of the guide.**

# I. INTRODUCTION

This Grant Administration Guide provides rules, instructions, and resources for competitive PROJECTS funded by the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Proposition 4). OGALS retains the right to waive requirements not mandated by statute.

# II. GRANT PROCESS

1. **Award Letter:** APPLICANTS receive a letter from OGALS indicating an application has been selected for funding.
2. **Grant Administration Workshop:** APPLICANTS attend a mandatory GRANT administration workshop.
3. If applicable, APPLICANT fulfills any unmet application requirements.
4. **Grant Contract:** OGALS sends a GRANT CONTRACT to APPLICANT:
   - The GRANT CONTRACT section, beginning on page 5, includes a sample GRANT CONTRACT with provisions.
   - The APPLICANT returns the GRANT CONTRACT signed by the AUTHORIZED REPRESENTATIVE to OGALS within 60 days of receipt. After the signed GRANT CONTRACT is returned and signed by OGALS ,the APPLICANT becomes a GRANTEE.
   - OGALS returns a copy of the fully executed GRANT CONTRACT to the GRANTEE.
5. **Payments and Grant Performance Period:** GRANTEE requests payments for ELIGIBLE COSTS. The GRANT Payments section, beginning on page 20, provides payment request instructions and sample forms. GRANT funds **must** be expended on ELIGIBLE COSTS incurred within the GRANT PERFORMANCE PERIOD.
   - If the GRANTEE owns the PROJECT land in fee simple, a DEED RESTRICTION must be recorded on the title of the property before OGALS will process any GRANT payments except for an ADVANCE into escrow and any pre-acquisition costs.
   - OGALS recommends the GRANTEE completes the PROJECT and sends the PROJECT COMPLETION PACKET to OGALS no later than **December 31** of the year before the GRANT PERFORMANCE PERIOD ends. Final payment processing can take up to six months due to the high volume of payment requests received near the end of each fiscal year.

     Final payment processing includes review of the PROJECT COMPLETION PACKET, any needed revisions from the GRANTEE, a final PROJECT site inspection, and payment approval by OGALS Fiscal, DPR Accounting, and the State Controller's Office (SCO).

     Because of this timeline, OGALS cannot guarantee final payment for PROJECT COMPLETION PACKETS received after December 31. The SCO must issue all payments by GRANT PERFORMANCE PERIOD end date. Any unpaid balance of GRANT funds after that date will revert back to the Legislature.
   - After project completion, GRANTEES must operate and maintain the PROJECT site for the duration of the CONTRACT PERFORMANCE PERIOD. The CONTRACT PERFORMANCE PERIOD is located on the front page of the GRANT CONTRACT.
6. **State Audit:** DPR's Audits Office may conduct an audit during the GRANT PERFORMANCE PERIOD or after PROJECT completion. The GRANTEE is required to retain all PROJECT records for five years following receipt of the final GRANT payment or PROJECT termination, whichever is later. The Audit Section on page 26 provides directions and an Audit Checklist for DPR

audit and accounting requirements. In the event the Audits Office conducts an audit on a PROJECT, the GRANTEE must retain all PROJECT records until the audit is finalized and OGALS provides official written confirmation of audit closure.

# III. ELIGIBLE AND /INELGIBLE COSTS

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs incurred after the GRANT PERFORMANCE PERIOD start date but before a GRANT CONTRACT is executed may be eligible if they are consistent with the GRANT SCOPE, approved by OGALS, and are eligible costs. Costs listed below are examples of eligible DEVELOPMENT and acquisition costs and are not inclusive. Contact OGALS Grant Administration PROJECT OFFICER, with questions regarding PROJECT costs.

## Development Projects

### Eligible Development Costs

**PRE-CONSTRUCTION**

Up to 25% of GRANT; incurred prior to groundbreaking as determined by the GRANTEE

- PROJECT/GRANT administration and accounting prior to groundbreaking
- Community-based planning meetings, focus groups, and design workshops
- Plans, specifications, engineering, construction documents, and cost estimates
- Permits
- CEQA and/or environmental documents
- Fidelity bond premiums (nonprofits only)
- SITES or LEEDS Certification
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking – see Accounting Rules for IN-HOUSE EMPLOYEE SERVICES rules (pg. 12)
- INDIRECT COSTS

**CONSTRUCTION COSTS**

Up to 100% of the GRANT; incurred after groundbreaking

- Construction – necessary labor and construction activities to complete the PROJECT, including but not limited to site preparation (demolition, clearing and grubbing, excavation, grading), building supplies and materials, etc.
- Construction equipment – equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices
- Construction management, including site inspections
- Purchase and installation of permanent equipment: recreation equipment, park furniture, security cameras, lighting, display boards, AV equipment, etc.
- GRANT/PROJECT administration and accounting after groundbreaking
- Signs - Bond fund acknowledgment and other signs
- Hazard or liability insurance premiums related to the PROJECT
- Fidelity bond premiums (nonprofits only)
- SITES or LEEDS Certification
- Miscellaneous – other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- Financing costs for bridge loans

- IN-HOUSE EMPLOYEE SERVICES after groundbreaking – see Accounting Rules for more information (pg. 12)
- INDIRECT COSTS

### Ineligible Development Costs
(Cannot be charged to the GRANT)

- DEVELOPMENT to fulfill any mitigation requirements imposed by law (Public Resources Code (PRC) §90105)
- Construction or improvements to facilities that are not primarily designated for recreational purposes
- All non-capital costs – including but not limited to recreational programming, software, lawn mowers, computers, consumable supplies (paper goods), food and beverages, fundraising and grant writing
- CONSTRUCTION COSTS incurred outside of park/PROJECT site boundaries – streets, traffic lights, or other infrastructure not located within the park/PROJECT site
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Out-of-state travel
- Repairs – work performed to a section of a structure that are intended to allow the continued use
- Operation and Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure

## Acquisition Projects

### Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see Accounting Rules for more information (pg. 12)
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- CEQA and/or environmental documents
- Appraisals, escrow fees, surveys for boundary adjustments, title reports, and title insurance fees, and other costs associated with acquisition
- Appraised fair market value of land
- Relocation costs - applicable for certain low-or moderate-income households displaced from public agency housing, as referenced in Government Code section 7260 and Health and Safety Code section 50093
- INDIRECT COSTS (except on actual cost of land)

### Ineligible Acquisition Costs
(Cannot be charged to the GRANT)

- Acquisitions where purchase price is greater than appraised fair market value, even if the GRANTEE is willing to pay the difference.
- Cost for land acquired through eminent domain or condemnation
- Costs to fulfill any mitigation requirements imposed by law (PRC §80020)
- Costs incurred outside the GRANT PERFORMANCE PERIOD

# IV. GRANT CONTRACT

**State of California - Natural Resources Agency**
**Department of Parks and Recreation**

**SAMPLE GRANT CONTRACT**

**(Program Name)**

GRANTEE _____

GRANT PERFORMANCE PERIOD is from _____

CONTRACT PERFORMANCE PERIOD is from_____

PROJECT TITLE_____ PROJECT NUMBER _____

The GRANTEE agrees to the terms and conditions of this Grant Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or Acquisition documentation for the APPLICATION(S) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Grant Contract.

Total State grant amount not to exceed $XXX

_____
GRANTEE

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____
Typed or printed name of Authorized Representative

_____
Signature of Authorized Representative

By _____

Title _____

Title _____

Date _____

Date _____

***CERTIFICATION OF FUNDING***
***(For State Use Only)***

| | | | | |
|---|---|---|---|---|
| CONTRACT # | AMENDMENT # | FISCAL SUPPLIER I.D. | PROJECT # | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT | | FUND | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT | | ITEM | CHAPTER | STATUTE | FISCAL YEAR |
| TOTAL AMOUNT ENCUMBERED TO DATE | | REPORTING STRUCTURE | ACCOUNT/ALT ACCOUNT | ACTIVITY CODE | PROJECT/WORK PHASE |

## I. RECITALS

This Grant Contract is entered into between Department of Parks and Recreation (hereinafter referred to as "DEPARTMENT" or "STATE") and **[GRANTEE NAME]** (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "grant funds") not to exceed _$XX___, subject to the terms and conditions of this Grant Contract and Proposition 4 (Climate Bond), Chapter, Statutes of 20XX, Item # XXXX-XXX-XXXX (appropriation chapter and budget item number hereinafter referred to as "COMPETITIVE GRANT PROGRAM GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from _July 01, 20XX_ to _June 30, 20XX.

## II. GENERAL PROVISIONS

### A. Definitions

As used in this Grant Contract, the following words shall have the following meanings:

1. The term "ACT" means Proposition 4 (Climate Bond), Chapter, Statutes of 20XX, as referred to in Section I (Recitals) of this Grant Contract.

2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process GUIDE requirements.

3. The term "CONTRACT PERFORMANCE PERIOD" means the duration of time during which this Grant Contract is in effect.

4. The term "DEPARTMENT" or "STATE" means the Department of Parks and Recreation.

5. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

6. The term "GRANTEE" means the party described as the GRANTEE in Section I (Recitals) of this Grant Contract.

7. The term "GRANT PERFORMANCE PERIOD" means the period of time during which eligible costs may be incurred by the GRANTEE and paid for by the DEPARTMENT, as specified in the fully executed Grant Contract.

8. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.

9. The term "GUIDE" means (1) the document identified as the Grant Administrative Guide for COMPETITIVE GRANT PROGRAMS that provides the procedures and policies controlling the administration of the grant and (2) The application GUIDE that established the competitive procedures and policies for the selection of projects.

### B. Project Execution

1. Subject to the availability of grant funds in the ACT, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I (Recitals) of this Grant Contract, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I (Recitals) of this Grant Contract, and under the terms and conditions set forth in this Grant Contract .

GRANTEE shall comply with all reporting obligations set forth under the ACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

During the CONTRACT PERFORMANCE PERIOD, the GRANTEE agrees to submit any proposed change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all proposed changes that will occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(s) must first be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I (Recitals) of this Grant Contract, and under the terms and conditions of this Grant Contract.

   To maintain the integrity of the grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the original APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall determine whether the PROJECT qualifies for an exemption pursuant to Public Resources Code section 21080.57 or whether additional environmental review is required under the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.; Cal. Code Regs., tit. 14, § 15000 et seq.). If additional environmental review is required, GRANTEE shall file any applicable environmental document.

4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the State Labor Code Section § 1771, the California Fair Employment and Housing Act (FEHA) (Cal. Government Code § 12940 et seq.), Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and the California Unruh Act (California Civil Code § 51 et seq.).

### C. Program GUIDES

1. GRANTEE agrees to abide by the GUIDE.
2. GRANTEE acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDE. If the STATE makes any changes to its procedures and guidelines, the STATE agrees to notify GRANTEE within a reasonable time.

### D. Project Administration

1. If grant funds are advanced outside of escrow, the advanced funds will be deposited into a federally insured account. If grant funds are deposited into an interest-bearing account, it must have the ability to track interest earned and withdrawals. Any interest earned on advanced funds must be used on the project as approved by the STATE. If grant funds are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the GRANT PERFORMANCE PERIOD, whichever is earlier.
2. During the GRANT PERFORMANCE PERIOD the GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made a specific request. All such project status reports shall be signed and certified as complete and accurate by the authorized representative of the GRANTEE. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in Section I (Recitals) of this Grant Contract.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this Grant Contract available for inspection upon request by the STATE.

## E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this Grant Contract at any time prior to the commencement of the project. After project commencement, this Grant Contract may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this Grant Contract provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) this Grant Contract and any other Grant Contract, specified or general, that GRANTEE has entered into with the STATE or any other department, agency, commission or other subdivision of California State government, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, the STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this Grant Contract despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this Grant Contract by the GRANTEE shall be a default of this agreement. In the case of any default by GRANTEE, the STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all grant funds; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this Grant Contract, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that final payment may not be made until the work described in the GRANT SCOPE is complete.

## F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this Grant Contract with no liability occurring to the STATE or offer a Grant Contract amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, subsection 2, of this agreement.

## G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Grant Contract except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

## H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and shall make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later. If an audit is initiated during this time, the GRANTEE shall retain all Project records until the audit is finalized and the STATE provides written confirmation of audit closure, notwithstanding the five-year retention period.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount, source and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this Grant Contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this Grant Contract and shall provide copies of all such records to STATE in its certified status reports upon request by the STATE. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later. If an audit is initiated during this time, the GRANTEE shall retain all Project records until the audit is finalized and the STATE provides written confirmation of audit closure, notwithstanding the five-year retention period.
4. The GRANTEE shall use a generally accepted accounting system.

## I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain and retain full control of the property acquired or developed with the grant funds, for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that, during the CONTRACT PERFORMANCE PERIOD, the GRANTEE shall use the property acquired or developed with grant funds under this Grant Contract only for the purposes of this grant and no other use, sale, assignment, transfer, mortgage, or other disposition or change of the control or use of the property or of any interest in the property to one not consistent with the grant purpose shall be permitted except as authorized by the STATE.
3. The property acquired or developed may be transferred or assigned to another entity only if the successor entity assumes the obligations imposed under this Grant Contract and only with the prior approval of STATE.
4. Any real Property (including any portion of it or any interest in it, including any leases) shall not be used as security for any debt or mitigation without the prior written approval of STATE provided that such approval shall not be unreasonably withheld as long as the purposes for

which the grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt, loan, or mitigation, nor does it waive the STATE's rights to enforce performance under the Grant Contract.

5. All real property including any portion or interest in it, including any leases, or rights thereto, acquired with grant funds shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse the STATE an amount at least equal to the amount of grant funds received from the STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify the STATE within 10 days of receiving the complaint.

## J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this Grant Contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

## K. Severability

If any provision of this Grant Contract or the APPLICATION thereof is held invalid, that invalidity shall not affect other provisions or applications of the Grant Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Grant Contract are severable.

## L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE's rights under this Grant Contract to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE shall ensure that any contractor hired has adequate liability insurance, performance bond, or other security necessary to protect the GRANTEE'S interest and the STATE's interest against poor workmanship, fraud, or other potential loss associated with the completion of the GRANT SCOPE.

## M. Assignability

Without the written consent of the STATE, the GRANTEE's interest in and control of any portion of the GRANT SCOPE responsibilities under this Grant Contract shall not be assignable or transferable by the GRANTEE either in whole or in part.

## N. Use of Grant Funds

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this Grant Contract through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

## O. Section Headings

The headings and captions of the various sections of this Grant Contract have been inserted only for the purpose of convenience and are not a part of this Grant Contract and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this Grant Contract.

## P. Waiver

Any failure by a party to enforce its rights under this Grant Contract, in the event of a breach or default, shall *not* be construed as a waiver of said rights; and the waiver of any breach or default under this Grant Contract shall *not* be construed as a waiver of any subsequent breach.

## III. SPECIAL PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this agreement. The STATE shall provide the GRANTEE advance written notice of such termination, allowing the GRANTEE at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the STATE.

| | |
|---|---|
| _____ | STATE OF CALIFORNIA |
| GRANTEE | DEPARTMENT OF PARKS AND RECREATION |
| By_____ | By_____ |
| Signature of Authorized Representative | |
| Title_____ | Title_____ |
| Date_____ | Date_____ |

# V. SPECIAL REQUIREMENTS

### Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, retaining all source documents (purchase orders, receipts, invoices, contracts, attendance records, cancelled checks, check numbers, etc.) specific to the PROJECT.

### Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT using a PROJECT-specific job code.
- Time estimates, including percentages, for work performed on the PROJECT are **not** acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are **not** acceptable.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include fringe benefit costs such as vacation, health insurance, pension contributions and workers' compensation. Fringe benefit costs must be prorated based on actual time spent on the PROJECT. **Do not include INDIRECT COSTS, overhead, or cost allocation in the calculation**. If a GRANTEE has established an INDIRECT COST rate for this PROJECT, the rate will be applied at time of reimbursement.
- Manually generated timesheets must be signed by both the employee and approver. For timesheets submitted through a secure digital system, an integrated approval process must be in place.
- If claiming IN-HOUSE EMPLOYEE SERVICES costs within a payment request, a sample timesheet must be provided to OGALS.

### Acquisition Project Requirements

- Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
- Land cannot be acquired through eminent domain or condemnation.
- The GRANTEE must record a DEED RESTRICTION on the property in escrow or after the acquisition is complete.

For each parcel to be acquired, submit the following documents:

1. Preliminary Title Report - dated approximately six months prior to the acquisition date.
2. Appraisal Confirming Fair Market Value - dated within 12 months of the proposed acquisition date. OGALS reserves the right to request the GRANTEE submit a letter or addendum by an appraiser confirming fair market value.

3. Independent Appraisal Review – Must be conducted by an AG-rated appraiser certified by the California Office of Real Estate Appraisers. The letter must confirm the appraisal was completed using acceptable valuation methods. See the Grant Administration Resources section of OGALS website for more information.
4. Title Insurance - GRANTEE is responsible for providing title insurance for each parcel.

For easement acquisitions, in addition to the requirements above, provide:

5. Proposed Easement - guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide:

6. Letter Certifying Relocation Costs - signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code sections 7260-7277 and Health and Safety Code section 50093.

**Bond Fund Acknowledgment Sign**

A sign acknowledging the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 as the funding source for the PROJECT must be installed during construction and at completion (PRC §90050 (b)). If appropriate, the same sign can be used during construction and completion.

**Sign Requirements**

The sign must be available during construction, at the final inspection of the PROJECT, and remain in place for a minimum of four (4) years from date of PROJECT COMPLETION. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required language.

**Sign Language**

All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR
Wade Crowfoot, Secretary for Natural Resources
Armando Quintero, Director, California Department of Parks and Recreation

Use names of the officials in office at the time the sign is made. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

**Logo**

All signs must display the Climate Bond logo. Display the logo to maximize visibility and durability.

Logo Artwork:

- Proposition 4 [JPG]
- Proposition 4 (SVG)
- Proposition 4 (AI)




Each edge of the logo must be a minimum of 24″ x 24″. Exceptions may be approved, when appropriate, at OGALS' discretion.

### Appropriateness of Signs
For PROJECTS where the required sign may be out of place or affected by local sign ordinances, OGALS may authorize a sign that is more appropriate to the project.

### Sign Construction
All materials used shall be durable and resistant to the elements and graffiti.

### Sign Cost
The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

### State Review
GRANTEE may submit sign language for preliminary review. Final payments will not be processed until post completion signage has been satisfied.

## California Environmental Quality Act (CEQA)
The GRANTEE is responsible for complying with all applicable CEQA requirements. Prior to construction GRANTEES must complete and submit to OGALS:

1. CEQA Certification Form – signed by the AUTHORIZED REPRESENTATIVE
2. Notice of Exemption (NOE) or Notice of Determination (NOD) – Filed with the County Clerk and State Clearinghouse

If CEQA documents have been prepared and published, submit the published NOE or NOD. If CEQA documents have not been prepared, the PROJECT may qualify for an NOE. Effective July 1, 2025, Public Resources Code section 21080.57 established a CEQA exemption for eligible public park and nonmotorized recreational trail projects funded under the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Proposition 4).

The GRANTEE or Lead Agency is responsible for determining whether the project qualifies for the exemption or whether additional environmental review is required, as applicable.

For more information on CEQA requirements, visit the Governor's Office of Land Use and Climate Innovation website at https://lci.ca.gov/ceqa/.

See the Grant Administration Resources section of OGALS website for additional CEQA resources and a fillable version of the Prop 4 CEQA Certification Form.

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

# Sample Proposition 4 CEQA Compliance Certification Form

**Grantee:**

**Project Name:**

**Project Address:**

Is completing CEQA a project scope item? ☐Yes ☐No

Submit all of the following:

☐ **Notice of Exemption** (NOE) (citing PRC §21080.57 as applicable)
☐ **County Clerk stamped copy** of NOE (attached)
**Date of completion**:_____
☐ **State Clearinghouse Number**:_____

Identify Lead Agency if different from the Grantee:

| **Lead Agency Contact Information** | |
|---|---|
| Agency Name: | |
| Contact Person: | |
| Mailing Address: | |
| Phone: ( ) | Email: |

**Certification:**
I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds. I hold full responsibility for ensuring compliance with CEQA requirements and for applying statutory exemptions appropriately. This includes completing all necessary environmental reviews, obtaining required permits, and documenting tribal consultation when applicable.

| Authorized Representative Signature | Date |
|---|---|
| Print Name and Title | |

## Competitive Bid Process

A Public Contract Award Certification Form (DPR 541), available in the Grant Administration Resources section of OGALS website, must be completed and submitted to OGALS when requesting reimbursement for costs on contracts requiring a formal competitive bid process.

### Public Agencies

Local government agencies must abide by all local and state bidding and labor code laws and regulations.

### Nonprofit GRANTEES

Nonprofit GRANTEES must attempt to obtain three bids before awarding a contract on a GRANT-funded PROJECT for services greater than $10,000 and for construction work greater than $25,000.

1. Bid description must include the requirement to comply with section 1771 of the State Labor Code.
2. Bid description must include all required PROJECT elements based on the Grant Scope/Cost Estimate Form, and concept level site plan.
3. Nonprofit GRANTEE must solicit to each bidder (potential contractor): 1) the same written invitation for bid describing the PROJECT work to be performed based on "best value" (determined by price, quality of materials, equipment, and workmanship) and 2) the required PROJECT elements based on the original application.
4. Solicit bids by contacting at least three potential contractors, or by invitation for bids advertising, or a combination of both methods.
5. The nonprofit GRANTEE's governing board evaluates the bids to determine which contractor will provide the best value and will meet PROJECT requirements. The evaluation process must ensure no conflict of interest between the contractor and the nonprofit GRANTEE's governing board. The nonprofit GRANTEE's governing board need not necessarily accept the lowest bid, but a reasonable justification for the decision must be recorded in writing.
6. The governing board selects a contractor and awards a contract.
7. Complete a Public Contract Award Certification Form and submit to the PROJECT OFFICER when requesting payment for costs on contracts requiring a competitive bid process.
8. For audit purposes, the nonprofit GRANTEE keeps records of steps 1–5 above. In the event of an audit, GRANTEES must retain all records until the audit is finalized and OGALS provides official written confirmation of audit closure.

Waiver of Competitive Bid Process Requirement (Nonprofit GRANTEES only)

Nonprofit GRANTEES may request a waiver of the competitive solicitation requirement. GRANTEES must submit a written request signed by the AUTHORIZED REPRESENTATIVE to the PROJECT OFFICER assigned to the GRANT. The request must include an explanation of the reason for the waiver and justification for why the competitive bid process cannot be followed.

## Deed Restriction

A DEED RESTRICTION restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the CONTRACT PERFORMANCE PERIOD.

If the GRANTEE owns the PROJECT land in fee simple, a DEED RESTRICTION must be recorded on the title to the property before OGALS will approve any GRANT payments except an ADVANCE into

escrow and pre-acquisition costs. A DEED RESTRICTION is not required on right of ways or if the GRANTEE does not own the PROJECT land.

OGALS will send a DEED RESTRICTION and instructions to the GRANTEE. A sample DEED RESTRICTION and instructions can be found on the Grant Administration Resources section of OGALS website.

**Development Project Requirements**

- Contracted work must comply with the provisions of section 1771 of the State Labor Code
- GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT
- PRE-CONSTRUCTION COSTS may not exceed 25% of the GRANT
- PROJECTS must be accessible, including an accessible path of travel to the PROJECT

**Fidelity Bond (Nonprofit Grantees Only)**

Nonprofit GRANTEES must submit proof of a current fidelity bond policy to their PROJECT OFFICER before any payment requests can be approved by OGALS. The premium cost for a fidelity bond is an eligible cost.

A fidelity bond provides insurance covering fraudulent acts of the GRANTEES' employees, volunteers, officers, and directors. The nonprofit is the party insured. DPR must be named as a Third-Party Loss Payee. OGALS address is: Department of Parks and Recreation, P.O. Box 942896, Sacramento, CA 94296-0001, Attn: Office of Grants and Local Services.

Coverage must be equal to or greater than the GRANT amount. Fidelity bond insurance must be kept current for at least six months after the date of the final GRANT payment.

GRANTEES may obtain fidelity bond coverage through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company. See Fidelity Bond frequently asked questions on OGALS website for more information.

**Indirect Cost Rate**

INDIRECT COST rates must remain the same as the rate established at the time of application. However, GRANTEES may choose to forgo or reduce the amount of INDIRECT COSTS requested at the time of payment.

**iTrees Reporting – Greenhouse Gas Reduction and Carbon Sequestration**

If a PROJECT involves tree planting, follow the iTrees reporting instructions and submit an iTrees Report with the PROJECT COMPLETION PACKET.

**Conservation Corps Participation**

If the GRANTEE received application points for utilizing the CONSERVATION CORPS, and the CONSERVATION CORPS confirmed their availability during the initial consultation, proof of participation is required. GRANTEES must submit one of the following to verify participation:

- Grant Expenditure Form - A paid line item on a Grant Expenditure Form to an eligible CONSERVATION CORPS
- Invoice - A copy of an invoice from a certified CONSERVATION CORPS, dated within the PROJECT period

Waiver of CONSERVATION CORPS participation. This requirement may only be waived if one of the following justifications is submitted to the PROJECT OFFICER.

- A copy of an email from the CONSERVATION CORPS stating it is no longer feasible to participate in PROJECT work
- A new consultation form signed by the CONSERVATION CORPS documenting PROJECT work is no longer feasible

For more information, visit the California Conservation Corps (CCC) consultation website https://ccc.ca.gov/collaborate/consultation or email climatebond@ccc.ca.gov.

**Status Report**

- OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET.
- Status Reports must be completed and returned to the PROJECT OFFICER by the due date listed. Payment requests will not be processed if Status Reports are overdue.

ATTENTION:
DUE DATE:

# Sample Status Report

Capital Outlay Projects

Grantee:
Grant Liquidation Date:
Project Number:
Project Name:
Project Scope:

1. Project Phase: ☐ Pre-Construction ☐ Pre-Acquisition ☐ Acquisition ☐ Construction
2. Percentage of Project Complete:
3. Is the project: On Time? Within Budget? Within Scope?
   If no, please explain:
4. Potential Obstacles Affecting Completion:
5. Estimated Date of Project Completion:
6. Describe grant-funded work completed since last status report submitted:
7. Has CCC or Certified Conservation Corps labor services been utilized to date?
8. When will you submit your next payment request? For how much?
9. Provide information on payments to be submitted:

| Between 7/1/25 and 12/31/25 | Between 1/1/26 and 6/30/26 | Between 7/1/26 and 12/31/26 | Between 1/1/27 and 6/30/27 | Between 7/1/27 and 12/31/27 | Between 1/1/28 and 6/30/28 | Between 7/1/29 and 12/31/29 |
|---|---|---|---|---|---|---|
| $ | $ | $ | $ | $ | $ | $ |

   The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

10. Uncleared advances received to date. Attach a Grant Expenditure Form to clear the advance, if applicable:
11. Bond Act Sign installed during construction?
    See Proposition 4 sign guidelines.
    If not previously submitted, provide photos of mounted Bond Act Sign showing location and language: (click below to upload)
12. Provide photos of grant-funded work completed since the last report:
    (click below to upload)

I represent and warrant that I have full authority to execute this status report on behalf of the grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned grant is true and correct to the best of my knowledge.

**Authorized Representative*** **Title** **Date**

(*Certification to above information requires a signature by a person authorized in the resolution)

# VI. GRANT PAYMENTS

**GRANTEES must use the latest Payment Forms which are found on the Grant Payment Forms section of OGALS website.**

Payment requests are processed through the State Controller's Office and are mailed to the GRANTEE approximately eight weeks from the date the request is approved by OGALS.

OGALS will not approve payment requests that do not meet the requirements described in this guide.

OGALS may withhold payment if the GRANTEE has outstanding issues, such as:

- breach of any other contract with OGALS
- an unresolved audit exception
- an outstanding conversion
- park sites closed or inadequately maintained
- overdue PROJECT Status Reports
- other unmet GRANT requirements

**Payment Rules**

1. Reimbursements before the final payment may not exceed 80% of the GRANT amount. 20% of the GRANT amount is retained for the final reimbursement payment. GRANTEES may request a reduced retention amount in writing from the AUTHORIZED REPRESENTATIVE to the PROJECT OFFICER.
2. Group costs together to avoid frequent payment requests. Payment requests greater than $10,000 are encouraged.
3. Contracted work must comply with provisions of section 1771 of the State Labor Code.
4. Complete CEQA prior to requesting any construction reimbursement.
5. GRANTEE must be current on PROJECT Status Reports.
6. If a payment request includes IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet that conforms to the Accounting Rules for IN-HOUSE EMPLOYEE SERVICES (pg.12).
7. Prior to any payments, a DEED RESTRICTION must be recorded on the property, except for non-owned properties, right of ways, and acquisition ADVANCES.
8. When a competitive bid process is required, all GRANTEES must provide a Public Contract Award Certification Form (DPR 541).
9. If an INDIRECT COST rate was established at the time of application, GRANTEES may include INDIRECT COSTS by following the instructions on the Grant Expenditure Form.

**Equipment**

Equipment owned by the GRANTEE may be charged to the PROJECT for each use. Equipment use charges must be made in accordance with the GRANTEE'S normal accounting practices.

- For motor vehicles, either fees ***or*** mileage may be charged to the GRANT. Use CalHR mileage rates for the year the charges were incurred
- For equipment, either rental fees ***or*** local prevailing rental rates may be used. Use the California Department of Transportation rates for the year the charges were incurred

If the GRANTEE'S equipment is used, a log, report, or source document must describe the work performed, indicate the hours used, relate the use to the PROJECT, and be signed by the operator and supervisor.

Equipment may be leased, rented, or purchased, whichever is most economical. If equipment is purchased, its residual market value must be credited to the PROJECT expenses on the final Grant Expenditure Form upon completion of the PROJECT.

There are four types of payments:

1. Reimbursement Payments
2. ADVANCE Payments
3. Acquisition ADVANCES into Escrow
4. Final Payments

**Reimbursement Payments**

| Payment Type | When to Request | Documents to Send to PROJECT OFFICER |
|---|---|---|
| Pre-Construction up to 25% or Construction up to 80% of the GRANT amount | After the GRANT CONTRACT has been encumbered | • Payment Request Form<br>• Grant Expenditure Form<br>• Public Contract Award Certification Form, if applicable<br>• Photos of Bond Fund Acknowledgement Sign and construction progress<br>• DEED RESTRICTION, if applicable<br>• Sample timesheet if funds were spent on IN-HOUSE EMPLOYEE SERVICES |

**Advance Payments**

- OGALS reserves the right to disapprove ADVANCE payment requests. Past performance, GRANTEE capacity, and the GRANTEE'S financial resources will all be considered before issuing an ADVANCE
- ADVANCE payments may be requested for eligible costs expected to be incurred within the next six months
- ADVANCE payments must be placed in a federally insured account. If placed into an interest-bearing account, the account must have the ability to track interest earned and withdrawals. Any interest earned must be spent on the PROJECT and cannot be returned to OGALS
- GRANTEES must submit a bank statement showing where funds have been deposited within 30 days of receipt of ADVANCE check
- ADVANCE funds must be spent within six months of receipt or returned to OGALS
- The sum of ADVANCES cannot exceed 80% of the GRANT

**Pre-Construction Cost Advance (prior to groundbreaking)**

| Payment Type | Maximum Request | When to Request | Documents to Send to PROJECT OFFICER |
|---|---|---|---|
| ADVANCE costs to be incurred in next six-months | No more than 25% of the GRANT amount | After the GRANT CONTRACT has been encumbered | • Payment Request Form<br>• ADVANCE Justification Letter<br>• Public Contract Award Certification Form, if applicable<br>• Deed Restriction, if applicable<br>• Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES |

**Construction Cost Advance**

| Payment Type | Maximum Request | When to Request | Documents to Send to PROJECT OFFICER |
|---|---|---|---|
| ADVANCE costs to be incurred in next six-months | No more than 80% of the GRANT amount | After the GRANT CONTRACT is encumbered and construction to commence | • Payment Request Form<br>• ADVANCE Justification Letter<br>• Public Contract Award Certification Form, if applicable<br>• Deed Restriction, if applicable<br>• Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES<br>• Filed CEQA NOD or NOE, if not already submitted |

**Advance Justification Letter**

Provide the following information in letter format, signed by the AUTHORIZED REPRESENTATIVE:

1. Explanation why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if reimbursement were issued instead of an ADVANCE.
2. A payment schedule, with a month-by-month estimate, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES and/or name of contractor). The six-month period should begin eight weeks after payment request is submitted.
3. A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the ADVANCE limit.
4. A statement acknowledging the GRANTEE will put the ADVANCE funds into a federally insured account.
5. Indicate whether the funds will or will not be deposited into an interest-bearing account. If deposited into an interest-bearing account:
   - ADVANCE must be placed in a separate interest-bearing account, or interest earned must be clearly tracked and distinguishable from other funds.
   - Acknowledge any interest earned on the ADVANCE will be spent on the PROJECT.
6. An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

The above Advance Justification Letter instructions and sample payment schedule template can be found in the Grant Payment Forms section of OGALS website.

### Clearing Advanced Funds

ADVANCES must be cleared within six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred.

An ADVANCE is cleared once the following is submitted to the PROJECT OFFICER:

- Grant Expenditure Form - documenting eligible expenses equal to the ADVANCE amount, plus any earned interest
- Progress Photos of construction completed with the ADVANCE funds and the Bond Fund Acknowledgment Sign (for construction ADVANCES)

### Returning Unexpended Advanced Funds or Interest

Any unspent balance must be returned to OGALS no later than thirty days after the end of the six-month ADVANCE period. OGALS will then return the GRANT funds to the CONTRACT balance. OGALS cannot return interest to the CONTRACT balance.

If interest was earned on the ADVANCED funds, interest must be spent on eligible costs, and the unspent GRANT funds returned to OGALS.

### Subsequent Payments

ADVANCE payments must be cleared before **any** payments are approved. This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following items are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds have been cleared.
3. A payment schedule with month-by-month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

### Acquisition Advance

| Payment Type | When to Request | Documents to Send |
|---|---|---|
| ADVANCES into escrow up to 100% of the acquisition amount | After the GRANT CONTRACT is encumbered and escrow is open | 1. Letter of Request<br>2. Payment Request Form<br>3. Std. 204 for escrow company<br>4. Preliminary Title Report<br>5. Appraisal and Appraisal Review, if not already submitted |

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE:
   a) Name, address, and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
   b) GRANT CONTRACT number and amount of GRANT funds requested.

c) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the PROJECT and fulfillment of the GRANT CONTRACT provisions."

d) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.

2. Preliminary title report dated approximately six months prior to the acquisition date.
3. Payment Request Form: the "Send Payment To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person.
4. Appraisal dated 12 months from the date of escrow opening, and an appraisal review.

After approval by OGALS, the payment will be mailed by the State Controller's Office to the designated escrow company within approximately 30 business days.

### Final Payment/Project Completion Packet

**OGALS recommends all PROJECT COMPLETION PACKETS be submitted by December 31** of the year before the GRANT PERFORMANCE PERIOD ends. Final payments are not guaranteed if PROJECT COMPLETION PACKETS are received after this date.

The final payment (20% or more of the PROJECT amount) will be processed after PROJECT COMPLETION and the following occurs:

a) Approval of the PROJECT COMPLETION PACKET.

b) Final site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

### Project Completion Packet

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents to the PROJECT OFFICER:

1. Payment Request Form
2. Grant Expenditure Form
3. Funding Sources Form (if any changes from original submission)
4. Project Completion Certification Form
5. Notice of Completion (optional)[1]
6. iTrees Report, if trees planted
7. Photo of the installed Bond Fund Acknowledgment Sign (if not already provided)
8. Recorded DEED RESTRICTION (if not already provided)
9. Audit Checklist with items marked that GRANTEE will retain for five years following receipt of final payment. If the Audits Office conducts and audit of the PROJECT, the GRANTEE shall

[1] OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.

retain all PROJECT records until the audit is finalized and OGALS provides written confirmation of audit closure, regardless of the five-year retention period.

For acquisition PROJECTS, the GRANTEE must submit these additional documents, if not already provided:

1. Recorded Grant Deed to the property
2. Title Insurance Policy
3. Preliminary Title Report
4. Final Escrow Closing Statement

# VII. STATE AUDIT

**Contact the DPR Audits Office at (916) 902-8770 or audits.office@parks.ca.gov for questions about the following requirements:**

All GRANT PROJECTS are subject to audit by DPR Audits Office during the GRANT PERFORMANCE PERIOD or after PROJECT completion. To assist GRANTEES in preparing for a potential audit, the Audit Checklist listed on the next page outlines the records that may be required.

The GRANTEE shall retain all PROJECT records for five years following issuance of final payment or PROJECT termination, whichever occurs later. If the DPR Audits Office conducts an audit of the PROJECT, all PROJECT records shall be retained until the audit is finalized and OGALS provides written confirmation of audit closure, regardless of the five-year retention period.

Once an audit date and time has been confirmed by DPR the GRANTEE shall provide:

- All PROJECT records, including the source documents and cancelled checks/warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR
- An employee with knowledge of the PROJECT and its records to assist DPR's auditor

**Record Keeping Recommendation**
GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

## Sample Audit Checklist

This Checklist is provided as a guide to include but not limit, records that may be required for an audit. An audit of the project may be performed before or following project completion. The Grantee must retain and make available all project-related records for a minimum of five years following project termination or final payment of grant funds, whichever is later. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the Grantee to have these records available for review upon notification that an audit will be performed. For questions regarding these documents, contact the California Department of Parks and Recreation Audits Office at (916) 902-8770.

**CONTRACTS**

_____ Summary list of bidders (including individual bid packages)

_____ Recommendation by reviewer of bids

_____ Awarding by governing body (minutes of the meeting/resolution)

_____ Construction contract agreement

_____ Contract bonds (bid, performance, payment)

_____ Contract change orders

_____ Contractor's progress billings

_____ Payments to contractor (cancelled checks/warrants, bank statements and EFT receipts**)

_____ Stop Notices (filed by sub-contractors and release if applicable)

_____ Liquidated damages (claimed against the contractor)

_____ Notice of completion (recorded)

**IN-HOUSE EMPLOYEE SERVICES***

_____ Authorization/work order identifying project

_____ Daily time sheets signed by employee and supervisor

_____ Hourly rate (salary schedules/payroll register)

_____ Fringe benefits (provide breakdown)

**IN-HOUSE EQUIPMENT***

_____ Authorization/work order

_____ Daily time records identifying the project site

_____ Hourly rate related backup documents

**INDIRECT COSTS**

_____ Indirect cost rate calculation or proposal

_____ Financial documents supporting cost base (invoices/proof of payments)

**MINOR CONTRACTS/MATERIALS/SERVICES/EQUIPMENT RENTALS**

_____ Purchase orders/Contracts/Service Agreements

_____ Invoices

_____ Payments (actual cancelled checks/warrants, bank statements and EFT receipts **)

**ACQUISITION**

_____ Appraisal Report

_____ Did the owner accompany the appraiser?

_____ 10 year history

_____ Statement of just compensation (signed by seller)

_____ Waiver of just compensation (if purchased below appraisal: signed by seller)

_____ Final Escrow Closing Statement

_____ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]

_____ Grant deed (vested to the participant) or final order of condemnation

_____ Title insurance policy (issued to participant)

_____ Relocation documents

_____ Income (rental, grazing, sale of improvements, etc.)

**INTEREST**

_____ Schedule of interest earned on State funds advanced
Note: Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.

**AGREEMENT/CONTRACTS**

_____ Leases, agreements, etc., pertaining to developed/acquired property

*Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.

** Front and back if copied.

# VIII. DEFINITIONS

Capitalized words and terms used in this guide are defined below.

**ADVANCE** – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

**APPLICANT** – an entity requesting GRANT funding through a competitive process.

**APPROPRIATION DATE** – begins on July 1 of the State of California fiscal year, following the passage of Proposition 4 (November 5, 2024), when program funding was authorized by the legislature.

**AUTHORIZED REPRESENTATIVE** – the position appointed by the APPLICANT'S governing body to sign all required GRANT documents. The AUTHORIZED REPRESENTATIVE can designate an alternate by informing OGALS in writing.

**CEQA** – the California Environmental Quality Act as stated in the Public Resources Code section 21000 et seq.; Title 14 California Code of Regulations section 15000 et seq. CEQA is a law establishing policies and procedures that require entities to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of the entities' proposed PROJECT. For more information refer to https://opr.ca.gov/ceqa.

**CONSERVATION CORPS –**

- California CONSERVATION CORPS (CCC) – a state-certified local workforce DEVELOPMENT program that employs 18 – 25-year-olds for environmental conservation or enhancement projects, fire protection, and emergency response. See www.parks.ca.gov/spp for CCC website.
- California Association of Local CONSERVATION CORPS (CALCC) – NONPROFIT organizations certified by the California CONSERVATION CORPS to provide community and conservation work, education, and job training. See www.parks.ca.gov/spp for CALCC website.

**CONSTRUCTION COSTS** – costs incurred starting when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

**CONTRACT PERFORMANCE PERIOD** – the amount of time stated on the contract agreement, specifying the performance of the contractual GRANT obligations between the GRANTEE and DPR.

**DEED RESTRICTION** – a notice of GRANT obligations filed on the property title which ensures the property is operated and maintained commensurate with the purpose of the GRANT and for the duration of the CONTRACT PERFORMANCE PERIOD. GRANTEES shall not:

- Use or allow the use of any portion of the restricted property for mitigation (i.e., to compensate for adverse changes to the environment elsewhere).
- Use any portion of the restricted property as security for any debt.

**DEVELOPMENT** – to construct a new recreation feature and major support amenity, or renovation of an existing recreation feature.

**DPR** – the California Department of Parks and Recreation.

**GRANT** – amount of funds made available to a GRANTEE for completion of the GRANT SCOPE during the GRANT PERFORMANCE PERIOD.

**GRANT CONTRACT** – an agreement between DPR and the GRANTEE specifying the performance of the GRANT SCOPE within the GRANT PERFORMANCE PERIOD, payment of funds by DPR, and requirements for maintenance and use of the PROJECT.

**GRANT PERFORMANCE PERIOD** – the period of time, starting with the APPROPRIATION DATE, when eligible costs may be incurred by the GRANTEE and charged to the GRANT.

**GRANT SCOPE** – the recreation features and major support amenities listed in the GRANT SCOPE/Cost Estimate Form that must be completed prior to final GRANT payment.

**GRANTEE** – an entity having a CONTRACT with DPR for a GRANT funded by the Statewide Park Program.

**INDIRECT COSTS –** (Also known as incidental, overhead, or administrative costs) are the costs of doing business that are not directly related to carrying out the GRANT-funded PROJECT but are necessary for the general operation of the GRANTEE organization. These costs are established through a methodology that calculates a cost base such as a Cost Allocation Plan. Costs may include but are not limited to: rent/mortgage payments, utilities, telephones, internet, computers/software/IT expenses, office supplies, property taxes, janitorial, human resources, business services, etc. Certain types of INDIRECT COSTS are not allowed including food and beverages, fundraising, lobbying, and entertainment.

**IN-HOUSE EMPLOYEE SERVICES** –GRANTEE's employees working on the GRANT SCOPE.

**OGALS** – DPR's Office of Grants and Local Services.

**PRE-CONSTRUCTION COSTS** – costs incurred before construction during the planning, design, and permitting phase of the PROJECT. Costs are limited to 25% of the GRANT amount.

**PROJECT** – the recreation features and major support amenities listed in the GRANT SCOPE/Cost Estimate Form to be funded by the GRANT request and committed funds.

**PROJECT COMPLETION** – when the recreation features and major support amenities listed in the GRANT SCOPE/Cost Estimate Form are complete and the facilities are open and useable by the public.

**PROJECT COMPLETION PACKET** – The documents required in order to request final payment following PROJECT COMPLETION.

**PROJECT OFFICER** – an OGALS employee, who acts as a liaison with GRANTEES and administers GRANT funds, facilitates compliance with the Administration Guide and the GRANT contract.